

STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES  
VOLUME PRICING CONTRACT  
Acer America Corporation

This **VOLUME PRICING CONTRACT** for the acquisition of *Manufacturer Tablet PC* products, peripherals, and related services is entered into between the STATE OF TEXAS, acting by and through the Department of Information Resources with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and ACER AMERICA CORPORATION, with its principal place of business at 2641 Orchard Parkway, San Jose, California 95134.

**1. Contract Scope and Term**

This Contract sets forth the terms and conditions governing the acquisition of **Manufacturer's Tablet PC products, peripherals, and related services** as requested in DIR Contract Posting Document DIR-TMP-03-033, attached as Appendix "B". Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

The term of this Contract shall be two (2) years commencing on the last date of approval by the parties. Prior to expiration of the original term, the parties may renew this contract, upon approval of DIR, for up to two (2) optional one-year terms. Upon termination or expiration of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to procurements made by Customers prior to such termination or expiration.

**2. Definitions**

Terms used in this Contract shall have the following meanings:

- A. DIR** - the Department of Information Resources.
- B. Customer** - any Texas state agency and local government as defined in Section 2054.003, Texas Government Code (including institutions of higher education as defined in Texas Education Code, Section 61.003), and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code.
- C. Manufacturer** - **Acer America Corporation.**
- D. Reseller** - distributor, dealer, or value-added reseller designated by the Manufacturer who participates as a primary distribution source for the Manufacturer.
- E. Product** - **any tablet pc or related peripheral item** manufactured or produced by the Manufacturer. Product may include any pre-loaded software necessary for operation.
- F. Services** - any value-added service that the Manufacturer and/or Reseller may perform as related to products available under this Contract. For example: warranty, support services, installation, and product training.
- G. State Contract Administrator** - the individual as appointed by DIR to administer this Contract on behalf of the State of Texas and the Customers.
- H. Manufacturer Contract Administrator** - the individual as appointed by the Manufacturer to administer this Contract on behalf of the Manufacturer and Resellers.
- I. Administrative Fee** - the fee used to defray DIR's cost of negotiating, executing and administering this contract.
- J. Purchase Order** - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order,

or other authorized instrument).

- K. Information Resources Technology (Technologies)** – as defined in Texas Government Code §2054.003.
- L. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- M. State** – refers to the State of Texas.
- N. Go DIRECT Coordinator** – refers to the individual appointed by DIR to administer and collect the contract reporting data on behalf of the State and the authorized Customers.
- O. MSRP** – refers to Manufacturer's Suggest Retail Price.

**3. Entire Agreement and Order of Precedence**

This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; and Appendix B, Contract Posting document DIR-TMP-03-003 constitute the entire agreement between the parties hereto. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, and finally Appendix B. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Contract shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto, with the approval of DIR.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Manufacturer shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a purchase order issued by a Customer can weaken a term or condition of this Contract. In the event of a conflict between a Customer's purchase order and this Contract, the Contract term shall control.

**4. Product and Service Offerings**

Products available under this Contract are set forth as any Product, as defined in Section 2 Definitions, manufactured and produced by the Manufacturer. Services include any value-added service that the Manufacturer and/or its Reseller may perform as related to products available under this Contract.

**A. Products**

Manufacturer will maintain a Product list including pricing, Product descriptions, and Product specifications for all Products offered under this Contract. The Product list may be updated at any time during the term of this Contract to incorporate Product model changes or Product upgrades, addition of new Products, and removal of obsolete or discontinued Products.

**B. Services**

Examples of service include, but are not limited to: warranty, support services, installation, and product training.

**5. Contract Administration**

DIR and the Manufacturer will each provide a Contract administrator to support this Contract. Information regarding the Contract administrators will be posted on the Internet web site designated for this Contract.

**A. State Contract Administrator**

DIR shall provide a Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) advising DIR of Manufacturer's performance under the terms and conditions of this Contract, and iii) periodic verification of Product pricing and monthly reports submitted by Manufacturer.

**B. Manufacturer Contract Administrator**

Manufacturer shall provide a dedicated Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) facilitating dispute resolution between a Reseller and a Customer, and iii) advising DIR of Resellers performance under the terms and conditions of this Contract. DIR reserves the right to require a change in Manufacturer's then-current Contract Administrator if the assigned administrator is not, in the opinion of DIR, adequately serving the needs of the State.

**6. Use of Resellers**

Manufacturer shall provide service, sales and support resources to serve Customers at multiple geographic purchasing locations throughout the State of Texas. DIR agrees to permit Manufacturer to utilize designated Resellers so that sufficient resources are available to insure maximum service capability throughout the State. Such participation is subject to the following conditions:

**A. Designation of Resellers**

Manufacturer shall designate Resellers to participate under this Contract to act as the product/order distributors. DIR reserves the right to rescind any such Reseller participation or request that Manufacturer name additional Resellers should DIR determine it is in the best interest of the State.

Manufacturer shall have the right to qualify Resellers and their participation as fulfillment agents under this Contract by product line, contracting program (i.e., government/educational sales), geographic region, size/sales volume, technical training or other criteria, provided that: i) such criteria are uniformly applied to all potential Resellers based upon Manufacturer's established, neutrally applied commercial/governmental program criteria, and not to a particular procurement; and ii) all general categories of criteria are fully covered by participating Resellers to meet the needs of Customers.

All Resellers who have been approved by the Manufacturer in accordance with the foregoing paragraph shall be eligible to quote lower pricing for procurements under this Contract which meet their qualifying criteria. Manufacturer warrants and represents that it shall not, directly or indirectly, by agreement, communication or any other means restrict any Reseller's participation or ability to quote a particular order; or prohibit Reseller from participating in other procurement opportunities offered through DIR.

**B. Changes in Reseller List**

Manufacturer may add and/or delete Resellers throughout the term of the contract provided the total number of Resellers does not exceed ten (10), but shall be no less than three (3). However, the participating Resellers must geographically provide adequate coverage to the entire State.

**C. Conditions of Reseller Participation**

All participating Resellers must be approved Catalog Information Systems Vendors with the State of Texas. At least two (2) of the participating Resellers must be Historically Underutilized Businesses as defined by the Texas Building and Procurement Commission.

**D. Responsibility for Reseller Performance and Reporting**

Manufacturer shall be fully liable for Resellers performance and compliance with all Contract terms and conditions herein. Manufacturer shall be responsible for reporting all products and services purchased through Resellers, in accordance with Section 10, Reporting and Administrative Fees.

**E. Available Products and Services**

Products and Services ordered directly through Resellers shall be limited to Products and Services previously approved for inclusion under this Contract as defined in Section 2, Definitions, and shall be subject to all terms and conditions of this Contract as a condition of Reseller participation.

**F. Manufacturer Pricing to Reseller**

Manufacturer is required to offer the same pricing to all participating Resellers for all Products and Services offered under this Contract.

**G. Reseller Pricing to Customer**

Pricing discount to the Customer shall not be less than what is specified in Section 7, Pricing. Reseller may offer higher discounts for larger volume purchases or special promotional offers.

**7. Pricing**

If Manufacturer offers and makes sales of Products and Services at a higher rate of discount, based on a quantity of one, from that specified in this Contract, to an eligible DIR Customer, other entity or consortia authorized by Texas law to sell Manufacturer's Products and Services to eligible DIR Customers, then the available discount levels in this Contract shall automatically be adjusted to that higher discount rate.

**A. Customer Discount**

Based on a quantity of one (1), the Customer discount from the Resellers for all Products will be a percentage off MSRP as follows:

1. **Tablets – 13 % to 19%**
2. **Peripherals – 4%**
3. **Service – 4%**

Customer may negotiate more advantageous pricing for large volume purchases or receive additional promotional discounts if applicable.

**B. DIR Administrative fee**

The DIR administrative fee specified in Section 10, Reporting and Administrative Fees, is included in the Customer Discount set forth above. The administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to the Customer.

**C. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be F.O.B. Customers destination. No additional fees shall be charged to the

Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

**D. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 USC Secs. 4253(i) and (j).

**E. Changes to Prices**

Manufacturer may change the price of any Product or Service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in Paragraph A, Customer Discount, of this Section. Price decreases shall take effect automatically during this Contract term and Manufacturer shall pass all price decreases on to the Customer.

Manufacturer may make Product model changes and add new Products or Product upgrades at any time and the pricing for the same shall incorporate comparable price discount levels as specified in Section 7, Paragraph A, Customer Discount.

**8. Order Processing and Payments**

All Customer purchase orders will be placed directly with the participating Resellers. Accurate purchase orders shall be effective and binding upon Reseller when placed in the mail or electronically transmitted prior to the termination or expiration of this Contract period.

Invoices shall be submitted by the Reseller directly to the Customer and shall be issued by the Reseller in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under this Contract and any provision of acceptance of such products and/or services shall be made to the Reseller by the Customer.

Invoices must be timely and accurate. Each invoice must match Customer's order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's purchase order number or other pertinent information for verification of receipt of the order by the Customer.

Customer(s) shall comply with Chapter 2251, Texas Government Code, in making payments to Reseller. Payment under this Contract shall not foreclose the right to recover wrongful payments.

**9. Internet Access to Contract and Pricing Information**

Access by Customers to Contract terms and pricing information shall be made available and posted on the Internet. To that end, upon sixty (60) days from execution of the Contract, Manufacturer will be required to host the complete Contract Product and Service offerings, including pricing, at Manufacturer's Internet site. Internet access to this information will be provided including all subsequent changes to the product and services offerings and pricing during the term of this Contract at no cost to DIR, the State, and Customers.

**A. Accurate and Timely Contract Information**

Manufacturer warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Manufacturer's web site. Manufacturer shall indemnify DIR, the State, and Customers for damages resulting from

errors or inaccuracies in such information, or from any failure to maintain or timely post Contract information in accordance with this paragraph.

**B. Price Data Retention and Compliance Checks**

Periodic Compliance Checks of the information posted for this Contract on Manufacturer's web site will be conducted by DIR. Upon request by DIR, Manufacturer shall provide verifiable documentation that pricing listed upon this site is uniform with the Customer Discount as stated in Section 7A.

**C. Web Site Changes**

Manufacturer hereby consents to a link from the DIR web site to Manufacturer's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Manufacturer with subsequent notice of link termination or removal. Manufacturer shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

**D. Use of Access Data Prohibited**

If Manufacturer stores, collects or maintains data electronically as a condition of accessing State Contract information, such data shall only be used internally by Manufacturer for the purpose of implementing or marketing the State Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and Manufacturer shall not restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

**E. Responsibility for Content**

Manufacturer is solely responsible for administration, content, intellectual property rights, and all materials at Manufacturer's web site. Manufacturer is solely responsible for its actions and those of its agents, employees, Resellers, or subcontractors, and agrees that neither Manufacturer nor any of the foregoing has any authority to act or speak on behalf of DIR or the State. DIR requires Manufacturer to list all participating Reseller's information on the web site, such as: company name, address, contact information, phone and fax number, email address, State Vendor ID number, and other applicable information as deemed necessary by DIR. DIR also reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

**F. On-line Price Configurator**

Manufacturer may be required to make available an on-line configurator at its Contract web site. Directions and assistance in using the configurator and web site in general must be available at entry. This configurator must enable Customers to: (i) view the options available for the type of product or service requested, (ii) search and find products or services offered under this Contract, (iii) calculate complete acquisition costs. Information consistent with the terms of this Contract about payment, shipping, returns, delivery terms and special pricing shall be available. Customers shall have the option of printing their "shopping cart" choices. For those users who are positioned to use it, Manufacturer shall make available an option for on-line secure ordering.

**10. Reporting and Administrative Fees**

Manufacturer shall be responsible for reporting all products and services purchased through Resellers under this Contract. The failure to file the monthly reports, subcontract reports, and pay the administrative fees on a timely basis will constitute grounds for suspension or termination of the contract for cause. If Manufacturer submits three (3) consecutive monthly reports incorrectly, DIR reserves the right to suspend or terminate this contract for cause. Manufacturer's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by Manufacturer.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Manufacturer's applicable Contract books.

**A. Detailed Monthly Report**

Manufacturer shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under this Contract for the previous month period. Reports shall be submitted to the DIR Go DIRECT Coordinator. Reports are due on the fifteenth (15<sup>th</sup>) day of the close of the previous month period. It is the responsibility of Manufacturer to collect and compile all sales under this Contract from participating Resellers and submit one (1) monthly report. The monthly report shall include the participating individual Reseller's sales for the period, the Reseller's company name, each Customer name, order date, ship date, description, part numbers, manufacturer, quantity, unit price, extended price, Customer purchase order number, contact name, Customer's complete billing address, and other information as required by DIR. Each line item sale must contain all information listed above or the report will be rejected and returned to the Manufacturer for correction.

**B. Historically Underutilized Business Subcontract Reports**

Manufacturer shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to this Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

Reports shall be due quarterly in compliance with the following schedule, or as requested by each ordering Customer:

September – November: due by December 5<sup>th</sup>

December – February: due by March 5<sup>th</sup>

March – May: due June 5<sup>th</sup>

June – August: due September 5th

**C. DIR Administrative Fee**

An administrative fee shall be paid by Manufacturer to DIR to defray the DIR costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Manufacturer. Any change in the administrative fee shall be incorporated in the price to the Customer.

Manufacturer will pay DIR, on the fifteenth (15<sup>th</sup>) day of the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all sales to Customers pursuant to this Contract. Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$2,000.

**11. Notices**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving fifteen (15) days written notice to the other party.

If sent to the State:

Patrick W. Hogan  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 475-4700  
Fax: (512) 475-4759  
Email: patrick.hogan@dir.state.tx.us

If sent to the Manufacturer:

Carlos Siqueiros  
Acer America Corporation  
2641 Orchard Parkway  
San Jose, CA 95134  
Phone: (408) 922-2614  
Fax: (408) 922-2940  
Email: carlos\_siqueiros@acer.com

**12. Captions**

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

**13. Choice of Law**

The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

**IN WITNESS WHEREOF**, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.

**Acer America Corporation**

**The State of Texas, acting by and through the  
Department of Information Resources**

Authorized By: 

Authorized By: 

Name: Ming Wang

Name: Patrick W. Hogan

Title: Chief Financial Officer

Title: Director of Business Operations

Date: November 14, 2003

Date: 11/25/03

Legal:  11/24/03

**APPENDIX A**

**STANDARD CLAUSES  
STATE OF TEXAS, DIR CONTRACT**

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**STANDARD CLAUSES FOR TEXAS DIR CONTRACTS**

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract. Manufacturer shall be fully liable for Resellers performance and compliance with the clauses herein.

**1. INDEMNIFICATION CLAUSE.** Manufacturer shall defend, indemnify and hold harmless the State of Texas, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, arising out of, or resulting from any acts or omissions of the Manufacturer or its agents, employees, subcontractors, Resellers, or suppliers of subcontractors in the execution or performance of this Contract and any Purchase Order(s) issued under this Contract.

The Manufacturer shall defend, indemnify and hold harmless the State of Texas, its officers, agents and employees, from any and all claims involving infringement of patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the use of any product or service supplied by the Manufacturer. Manufacturer agrees to defend against any and all such claims at Manufacturer's expense, whether or not such claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such claims if so requested by the Manufacturer. Manufacturer agrees to coordinate defense with the Texas Office of Attorney General, as may be requested by DIR.

**2. NON-ASSIGNMENT CLAUSE.** This Contract shall be entered into and be binding upon the successors of the parties. Manufacturer may not assign this Contract without the prior written consent of DIR. Any attempt to assign this Contract without the written consent of DIR is null and void.

**3. NO QUANTITY GUARANTEES.** This Contract is not exclusive to the named Manufacturer. Customers may obtain Information Resources Technologies from other sources during the Contract term. DIR makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Information Resources Technologies will be procured through the Contract.

**4. CONFIDENTIALITY CLAUSE.** Manufacturer acknowledges that DIR is a government agency subject to the Texas Public Information Act. Manufacturer also acknowledges that DIR will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

Under the terms of this Contract, DIR may provide Manufacturer with information related to Customers. Manufacturer shall not re-sell or otherwise distribute or release to any party in any manner, Customer information.

**5. MANUFACTURER CERTIFICATIONS.**

Manufacturer certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Manufacturer's knowledge and belief, there are no suits or proceedings pending or threatened against or affecting the Manufacturer, which if determined adversely to the Manufacturer will have a material adverse effect on the ability of the Manufacturer to fulfill its obligations under this Contract.

**6. EQUAL OPPORTUNITY COMPLIANCE.**

Manufacturer agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Manufacturer agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Manufacturer under this Contract. If Manufacturer is found to be not in compliance with these requirements during the term of this Contract, Manufacturer agrees to take appropriate steps to correct these deficiencies. Upon request, Manufacturer will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

**7. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only)**

Manufacturer expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to

accessibility by persons with visual impairments. Accordingly, the Manufacturer represents and warrants to DIR and each Customer purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for both visual and non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services that would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

**8. COMMODITY SOFTWARE.** Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Manufacturer shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Manufacturer represents it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to state agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. The operating system software and institutions of higher education are not bound to this Code.

**9. RECORDS AND AUDIT.** The Manufacturer shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all compliance checks or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer's ordering date, Customer Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, name of participating Reseller for the procurement, unit price, extended price, participating Reseller invoice number, record of procuring Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

Manufacturer shall grant access to all paper and electronic records, books, documents, accounting procedures,

practices and any other items relevant to the performance of this Contract to DIR, the auditors designated by DIR, including auditors of the State Auditor's Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, auditing and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Manufacturer without charge. DIR shall provide Manufacturer ten (10) business days' notice prior to inspecting, auditing, and/or copying Manufacturer's records. Manufacturer's records, whether paper or electronic, shall be made available during regular office hours. Manufacturer personnel familiar with the Manufacturer's books and records shall be available to DIR staff and designees as needed. Manufacturer shall provide adequate office space to DIR staff during the performance of a compliance check.

If any inspection or compliance check performed hereunder reveals an aggregate overcharge to a Customer of .5% or greater, or an aggregate underpayment to DIR of its administrative fee of .5% or greater, then the cost of such compliance check or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the compliance check or inspection, shall be reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the compliance check or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Manufacturer through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Manufacturer can demonstrate to DIR's satisfaction that Manufacturer's calculation of DIR's administrative fee is correct.

Manufacturer understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Manufacturer further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Manufacturer will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Manufacturer and the requirement to cooperate is included in any subcontract it awards pertaining to this Contract.

**10. ABILITY TO CONDUCT BUSINESS IN TEXAS.**

The Manufacturer is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Manufacturer is a "Catalog Information Systems Vendor" as defined in §2157.001, Texas Government Code. All products and services offered to Customers under this Contract are listed in Manufacturer's catalog on file with the Texas Building and Procurement Commission.

**11. QUOTATIONS, WARRANTY, AND RETURN POLICIES.** Manufacturer will adhere to their then-

currently published policies concerning quotations, warranties, and return policies. Warranty and return policies for Customers will not be more restrictive or more costly than those warranty and return policies maintained by Manufacturer for other similarly situated Customers for like products or services.

**12. INVALID TERM OR CONDITION.** If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

**13. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION.** Manufacturer and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) applicable to State agency purchases only, for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity.

**14. ENTIRETIES.** The Contract supercedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this Contract.

**15. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS.** The terms and conditions set forth in the Contract shall govern all transactions by Customers under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and Manufacturer. Additional Customer terms and conditions, which do not conflict with the contract, may be added by a Purchase Order and given effect. For individual Purchase Orders, however, the Manufacturer may offer Customers more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Manufacturer shall furnish a copy of such better offerings to DIR upon request.

**16. DIR LOGO.** Manufacturer and its Resellers may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Manufacturer or Reseller logo; (iii) the DIR logo is only used to communicate the availability of products and services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

**17. MANUFACTURER LOGO.** DIR may use the Manufacturer's name and logo in the promotion of this Contract to communicate the availability of Products under this Contract to Customers. Use of the logo may be on the

DIR Web Site or on printed materials. Any use of Manufacturer's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Manufacturer's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Manufacturer.

**18. LEASING PROVISION.** The parties to this Contract may agree to provisions that allow leasing of Information Resources Technologies in addition to purchase sales.

**19. SITE PREPARATION.** Customer(s) shall prepare and maintain its site in accordance with written instructions furnished by Manufacturer and/or Reseller(s) prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

**20. TRADE SHOW PARTICIPATION.** Manufacturer understands and agrees that it must participate by providing a staffed booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR Business Operations Division each calendar year at the Manufacturer's expense. Participating Resellers may also be required to provide a staffed booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR Business Operations Division each calendar year at the Reseller's expense. Manufacturer and all participating Resellers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Manufacturer's booth.

**21. ORIENTATION MEETING.** Upon 60 days from execution of the Contract, DIR may require the Manufacturer and all participating Resellers to attend an orientation meeting to discuss the Contract content and procedures. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Manufacturer. DIR shall bear no cost in the time and travel of the Manufacturer or participating Resellers for attendance at the meeting.

**22. USE OF SUBCONTRACTORS.** Manufacturer may subcontract installation, training, warranty, or maintenance services. However, Manufacturer shall remain solely responsible for the performance of its obligations under this Contract. If Manufacturer uses any subcontractors, Manufacturer shall satisfy DIR that it has complied and maintains compliance with the DIR HUB Subcontracting Plan.

**23. FORCE MAJEURE.** DIR, Customer, or Manufacturer may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the

duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Manufacturer will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

**24. TERMINATION FOR NON-APPROPRIATION.**

Customer may terminate Purchase Orders and DIR may terminate this Contract if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Manufacturer will be provided ten (10) days written notice of intent to terminate.

**25. TERMINATION FOR CONVENIENCE.**

Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Manufacturer will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

**26. TERMINATION FOR CAUSE.**

Either DIR or Manufacturer may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order.

**27. CUSTOMER RIGHTS UNDER TERMINATION.**

In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued with respect to all products or services ordered and accepted prior to the effective termination date.

**28. MANUFACTURER AND/OR RESELLER RIGHTS UNDER TERMINATION.**

In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

**29. SURVIVAL.** All warranty and/or service agreements that were entered into between Manufacturer and a Customer under the terms and conditions of this Contract shall survive the termination or expiration of this Contract.

**30. HANDLING OF WRITTEN COMPLAINTS.** In addition to other remedies contained in this Contract, a

person contracting with DIR may direct their written complaints to the following office:

Public Information Office  
Department of Information Resources  
Attn: Public Information Officer  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, TX 78701  
(512) 475-4700, voice  
(512) 475-4759, fax

# Appendix B



## Texas Building And Procurement Commission Electronic State Business Daily

State Procurement Section of Texas Marketplace

### **View Newest Postings**

#### Tablet PCs

**Agency:** DEPARTMENT OF INFORMATION RESOURCES

**Open Date:** 09/22/03 01:00 PM

**Agency Requisition Number:** DIR-TMP-03-033

**Previous Price Paid:** N/A

**Bid type:** 21 Days for bid notice or proposal solicitation package

#### **NIGP Commodity Code(s):**

Class-Item: 204 - 13  
Class-Item: 204 - 16  
Class-Item: 204 - 19  
Class-Item: 204 - 20  
Class-Item: 204 - 24  
Class-Item: 204 - 28  
Class-Item: 204 - 33  
Class-Item: 204 - 34  
Class-Item: 204 - 35  
Class-Item: 204 - 37  
Class-Item: 204 - 42  
Class-Item: 204 - 48  
Class-Item: 204 - 54  
Class-Item: 204 - 58  
Class-Item: 204 - 60  
Class-Item: 204 - 64  
Class-Item: 204 - 68  
Class-Item: 204 - 72  
Class-Item: 207 - 10  
Class-Item: 207 - 14  
Class-Item: 207 - 30  
Class-Item: 207 - 67  
Class-Item: 920 - 31

#### **Contact Information:**

[http://esbd.tbpc.state.tx.us/1380/bid\\_show.cfm?bidid=49538](http://esbd.tbpc.state.tx.us/1380/bid_show.cfm?bidid=49538)

11/19/2003

**Contact Name:** Tamra Gilbert  
**Email:** [Tamra.Gilbert@DIR.State.TX.US](mailto:Tamra.Gilbert@DIR.State.TX.US)  
**Address:** 300 W 15 Ste 1300; Austin, TX 78701  
PO Box 13564  
Austin, TX 78711-3564  
**Phone:** (512) 475-3320  
**Fax:** (512) 475-4759

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**NOTE:** You will need to download all of the following files below for complete bid specifications.

Help: Right Click to and choose "save file as" or "save target as" to your computer. [More Help](#)

**-Bid Package 1** size: 204288 (in bytes) Type: Bid Specification Format: Word for Windows 97

**-Bid Package 2** size: 31232 (in bytes) Type: Additional Bid Specification(s) Format: Excel for Windows 97

**-Bid Package 3** size: 29184 (in bytes) Type: Addendum Format: Word for Windows 97

**Details:**

The Department of Information Resources is seeking one or more Vendors to provide Tablet PCs, accessories, and related services to the State of Texas. The following invitation to negotiate (ITN) is for the purchase / lease of an automated information system (AIS) type product/service. For a vendor to receive an award from this offer, they must be on the Texas Building and Procurement Commission's (TBPC) Centralized Master Bidders List (CMBL) and an approved qualified information systems vendor (CISV). If your company is not currently an approved CISV, you may register on-line for the CMBL and down load the CISV application so that you may be eligible for future catalogue opportunities.

Upload Date: 2003-08-20 16:12:51 Updated date: 2003-09-15 16:05:26

**AMENDMENT NUMBER 1 to  
CONTRACT DIR-BUSOP-014 between  
THE STATE OF TEXAS,  
acting by and through the DEPARTMENT OF INFORMATION RESOURCES  
and ACER AMERICA CORPORATION**

This Amendment is hereby affixed to and shall become a part of Contract Number DIR-BUSOP-014, effective November 24, 2003, ("Contract") between the State of Texas, acting by and through the Department of Information Resources ("DIR") and Acer America Corporation ("Vendor"). This Amendment Number 1, as incorporated into the Contract, is subject to all terms, conditions, restrictions and limitations contained in the Contract not in conflict with this Amendment including the limitation of liability provision. The Contract is hereby modified as follows:

1. Section 7, **Pricing, a) Customer Discount**, is hereby restated as follows:  
The minimum Customer discounts for all products and services will be the percentage off MSRP specified as follows:
  1. Tablets – 2%
  2. Peripherals – 4%
  3. Services – 4%

Customers purchasing products and services under the Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

2. Section 11, **Notices**, Manufacturer information is restated as follow:

Carlos Siqueiros  
Contracts Specialist  
Acer America Corporation  
2641 Orchard Parkway  
San Jose, CA 95134  
Phone: (408) 922-2614  
Fax: (408) 922-2940  
Carlos\_siqueiros@acer.com

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. The parties execute this Amendment Number 1 to be effective as of the last date of approval.

**Acer America Corporation**

**State of Texas, acting by and through the  
Department of Information Resources**

Authorized By: \_\_\_\_\_

Authorized By: \_\_\_\_\_

Name: Maarten de Haas

Name: Patrick W. Hogan

Title: VP, Notebook Business Unit

Title: Director of Business Operations

Date: April 29, 2004

Date: 4/22/04

Legal: \_\_\_\_\_

Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033

Historically Underutilized Businesses  
Subcontracting Plan (Form 1)

**This form is required as part of the Historically Underutilized Businesses (HUB) Subcontracting Plan. Failure to include this form and the applicable forms specified herein will result in automatic disqualification of your response to the offering document.**

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

1. The Department of Information Resources has determined that HUB subcontracting opportunities are probable. Is your company proposing to subcontract any portion of the contract?

(√) Yes – Complete the following forms:  
Determination of Good Faith Effort (Form 2)  
Solicitation of HUB Subcontractors (Form 3)  
Selected Subcontractors (Form 4)

What percentage of the proposed work is to be performed by your company? 0%

( ) No –Complete the Statement of Intent (Form 5)

2. Is your company certified as a HUB by the State of Texas?

( ) Yes (√) No

I have read and understand the Department of Information Resources' Policy on Utilization of HUBs.

Patrick Lin

Authorized Representative Name

Chief Executive Officer

Authorized Representative Title

Authorized Representative Signature

9/19/03

Date



**Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033**

**HUB Subcontracting Plan  
Determination of Good Faith Effort (Form 2)**

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

The potential vendor must make a good faith effort in development of the HUB Subcontracting Plan. Please provide answers to the questions below and provide necessary documentation to support the answers. The Department of Information Resources may review the supporting documentation to determine if a good faith effort was made in accordance with applicable 1 TAC rules and the contract specifications. If it is determined that a good faith effort was not made, the vendor response to the offering document shall be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the project file.

1. Did your company divide the contract work into reasonable portions in accordance with prudent industry practices? ( ☒ ) Yes ( ) No
2. Did your company send notices containing adequate information about bonding, insurance, the plans, the specifications, scope of work, and other requirements of the contract to three or more qualified HUBs allowing five working days from receipt of notice for HUBs to participate effectively? ( ☒ ) Yes ( ) No
3. Did your company advertise the subcontracting opportunities in general circulation, trade association, and/or other minority/women focused media? ( ) Yes ( ☒ ) No
4. Did your company assist non-certified HUBs to become certified? ( ) Yes ( ☒ ) No
5. Did your company negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were the best value responsive bidder? ( ☒ ) Yes ( ) No
6. Did your company document reasons for rejection or meet with rejected HUBs to discuss the rejection? ( ) Yes ( ☒ ) No



**Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033**

**HUB Subcontracting Plan  
Solicitation of HUB Subcontractors (Form 3)**

**Page 1 of 3**

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

Brief Description of Work to be Performed: To market and sell directly to eligible DIR Customers on behalf of Acer America.

Vendor's Estimate of Dollar Value of Subcontract: \$ 375,000

1. Name of HUB Subcontractor/Supplier: Computer Express

Address: 5563 Dezavala Road, Suite 100, San Antonio, Texas

Phone: (210) 490-4700      Owner(s): Robert Cordero

If TBPC HUB certified, provide Vendor Identification Number: 34395

If not TBPC HUB certified, select one of the following:

☐ Black American Male      ☐ Hispanic American Male      ☐ Native American Male  
☐ Black American Female      ☐ Hispanic American Female      ☐ Native American Female  
  
☐ Asian Pacific American Male      ☐ Woman  
☐ Asian Pacific American Female



**Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033**

**HUB Subcontracting Plan  
Solicitation of HUB Subcontractors (Form 3)**

**Page 2 of 3**

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

Brief Description of Work to be Performed: To market and sell directly to eligible DIR Customers on behalf of Acer America.

Vendor's Estimate of Dollar Value of Subcontract: \$ 375,000

2. Name of HUB Subcontractor/Supplier: Pante Technology

Address: 8000 IH-10 West, Suite 600, San Antonio, Texas 78230

Phone: (210) 525-7900 Owner(s): Martin Ward and Donald Garrett

If TBPC HUB certified, provide Vendor Identification Number: 00629

If not TBPC HUB certified, select one of the following:

☐ Black American Male      ☐ Hispanic American Male      ☐ Native American Male  
☐ Black American Female      ☐ Hispanic American Female      ☐ Native American Female  
  
☐ Asian Pacific American Male      ☐ Woman  
☐ Asian Pacific American Female



**Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033**

**HUB Subcontracting Plan  
Solicitation of HUB Subcontractors (Form 3)**

**Page 3 of 3**

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

Brief Description of Work to be Performed: To market and sell directly to eligible DIR Customers on behalf of Acer America.

Vendor's Estimate of Dollar Value of Subcontract: \$ 750,000

3. Name of HUB Subcontractor/Supplier: Sigma Systems, Inc.

Address: 2201 Midway Road, Suite 316, Carrollton, Texas 75006

Phone: (972) 934-9300 Owner(s): Kaizad R. Dadyburjor

If TBPC HUB certified, provide Vendor Identification Number: 74782

If not TBPC HUB certified, select one of the following:

☐ Black American Male      ☐ Hispanic American Male      ☐ Native American Male  
☐ Black American Female      ☐ Hispanic American Female      ☐ Native American Female  
  
☐ Asian Pacific American Male      ☐ Woman  
☐ Asian Pacific American Female



**Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033**

**HUB Subcontracting Plan  
Selected Subcontractors (Form 4)**

**Page 1 of 3**

Please submit a separate form for each subcontractor selected for work on the proposed contract.

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

Vendor's Estimate of Dollar Value of Subcontract: \$375,000

Vendor's Estimate of Percentage of the Dollar Value of the Proposed Contract: 7.5%

Vendor's Estimate of Percentage of the Proposed Work: 7.5%

Duration of Subcontract: The length of Acer America's contract with the DIR.

Name of Subcontractor/Supplier: Computer Express

Address: 5563 Dezavala Road, Suite 100, San Antonio, Texas

Phone: (210) 490-4700      Owner(s): Robert Cordero

Is the subcontractor a TBPC certified HUB? (☒) Yes (☐) No

If yes, provide Vendor Identification Number: 34395

Description of materials/services to be performed under the agreement with the subcontractor for amount indicated above:

Computer Express will market and sell directly to eligible DIR Customers on behalf of Acer America for the entire portion of the contract.



**Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033**

**HUB Subcontracting Plan  
Selected Subcontractors (Form 4)  
Continuation Page**

**Page 2 of 3**

Please submit a separate form for each subcontractor selected for work on the proposed contract.

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

Vendor's Estimate of Dollar Value of Subcontract: \$375,000

Vendor's Estimate of Percentage of the Dollar Value of the Proposed Contract: 7.5%

Vendor's Estimate of Percentage of the Proposed Work: 7.5%

Duration of Subcontract: The length of Acer America's contract with the DIR.

Name of Subcontractor/Supplier: Pante Technology

Address: 8000 IH-10 West, Suite 600, San Antonio, Texas 78230

Phone: (210) 525-7900      Owner(s): Martin Ward and Donald Garrett

Is the subcontractor a TBPC certified HUB? ( ☒ ) Yes ( ) No

If yes, provide Vendor Identification Number: 00629

Description of materials/services to be performed under the agreement with the subcontractor for amount indicated above:

Pante Technology will market and sell directly to eligible DIR Customers on behalf of Acer America for the entire portion of the contract.



**Department of Information Resources  
Tablet PCs  
Invitation to Negotiate DIR-TMP-03-033**

**HUB Subcontracting Plan  
Selected Subcontractors (Form 4)  
Continuation Page**

**Page 3 of 3**

Please submit a separate form for each subcontractor selected for work on the proposed contract.

Vendor Company Name: Acer America Corporation

Vendor Identification Number: 1-77-002-7736-500

Vendor's Estimate of Dollar Value of Subcontract: \$750,000

Vendor's Estimate of Percentage of the Dollar Value of the Proposed Contract: 15%

Vendor's Estimate of Percentage of the Proposed Work: 15%

Duration of Subcontract: The length of Acer America's contract with the DIR.

Name of Subcontractor/Supplier: Sigma Systems, Inc.

Address: 2201 Midway Road, Suite 316, Carrollton, Texas 75006

Phone: (972) 934-9300, ext. 246

Owner(s): Kaizad R. Dadyburjor

Is the subcontractor a TBPC certified HUB? ( ☒ ) Yes ( ) No

If yes, provide Vendor Identification Number: 74782

Description of materials/services to be performed under the agreement with the subcontractor for amount indicated above:

Sigma Systems will market and sell directly to eligible DIR Customers on behalf of Acer America for the entire portion of the contract.